

## COLLABORATIVE AGREEMENT GLOBAL DAMAGE CLAIMS SETTLEMENT

This Collaborative Agreement Global Damage Claims Settlement, made this 21<sup>st</sup> day of May, 2003, by and between the plaintiffs (hereafter “Plaintiffs”) and the defendants (hereafter “defendants”) in each of the following actions:

*Lisa Youngblood-Smith v. City of Cincinnati*, Case No. C-1-00-434  
*Elsie Carpenter v. City of Cincinnati*, Case No. C-1-99-227  
*Vincent Clark, et al. v. City of Cincinnati*, Case No. C-1-02-645  
*John E. Harris v. City of Cincinnati*, Case No. C-1-02-761  
*Stephanie Keith and Paul Keith v. City of Cincinnati*, Case No. C-1-02-777  
*Enrico Martin v. City of Cincinnati*, Case No. C-1-02-762  
*Roderick Glenn v. City of Cincinnati*, Case No. C-1-02-760  
*Arnold White v. City of Cincinnati*, Case No. C-1-02-759  
*Tony Stillwell v. City of Cincinnati*, Case No. C-1-02-763  
*Sheila Barnes v. City of Cincinnati*, Case No. C-1-02-758  
*Angela Leisure, et al. v. City of Cincinnati*, Case No. C-1-01-286  
*Antonio Johnson v. City of Cincinnati*, Case No. C-1-99-1063  
*Matthew Shaw v. City of Cincinnati*, Case No. C-1-00-1064  
*Mark A. Ward v. City of Cincinnati*, Case No. C-1-99-494  
*Charles A. Wiley v. City of Cincinnati*, Case No. C-1-00-267  
*Bomani Tyehimba v. City of Cincinnati*, Case No. C-1-99-317

and the Fraternal Order of Police, in its representative capacity as a party to the Collaborative Agreement approved August 5, 2002, is executed pursuant to the following terms:

(A) Over the past four years, Plaintiffs filed the actions listed above against Defendant City of Cincinnati and individual Defendants. Those cases remain on the docket of the United States District Court. The various Plaintiffs’ claims seek damages in an amount to be determined at trial and reasonable attorney fees, based upon allegations against the City of Cincinnati and the individual Defendants.

Plaintiffs allege that Defendants selectively enforced laws against them, used excessive force, or otherwise unreasonably searched or seized them. Plaintiffs claim that as a direct and proximate result of the acts and/or omissions of Defendants, they suffered injuries and also incurred expenses. The Defendants fully deny the claims made by the Plaintiffs.

(B) The “Collaborative Agreement” executed on April 3, 2002, and approved by the United States District Court in *In re Cincinnati Policing*, Case No. C-1-99-317, on August 5, 2002, provides that its purposes are to resolve social conflict, improve community-police relationships, reduce crime and disorder, fully resolve pending claims of all individuals and

organizations named in the underlying litigation, implement consensus goals, and foster an atmosphere throughout the community of mutual respect and trust among community members including the police.

(C) Sections 115 and 116 of the Collaborative Agreement provide that the individual damage claims identified above will be subject to a form of alternative dispute resolution. In addition, the Plaintiffs in Case No. C-1-01-286 have agreed to be bound by the settlement described in this document.

(D) Plaintiffs and Defendants wish to fully and permanently terminate the above-identified cases by settling all differences and disputes between them, thereby advancing the spirit and purposes of the Collaborative Agreement and extinguishing any alleged civil liability for the Defendants on the terms herein.

**NOW, THEREFORE**, in consideration of the above circumstances and the mutual promises of the parties hereto, and upon approval by the Court, the parties agree as follows:

1. Defendant City of Cincinnati, on behalf of itself and the individual Defendants, shall pay into a Damage Claims Qualified Settlement Fund approved by this Court, within 60 days of District Court approval of the Motion to Establish A Qualified Settlement Fund (attached) and this document, the amount of \$4.5 million (four and one-half million dollars) in full settlement of any and all claims asserted, or that could have been asserted, in the above-identified cases against the City and the individual Defendants.

2. Upon payment by the City into the Damage Claims Qualified Settlement Fund of the above-identified amount, each Plaintiff shall immediately dismiss, with prejudice, each pending litigation, thereby releasing the City of Cincinnati, its council members, agencies, departments, divisions and all of its employees including, specifically, all the named Defendants, as well as their heirs, assigns and/or successors in interest, as the case may be, both individually and collectively, from any and all claims, causes of action, damages and demands for relief, including, court costs, expenses, and attorney's fees, including those claimed under 42 U.S.C. §1988, arising directly or indirectly out of, or in any way connected with or based upon facts which have been alleged or might properly have been alleged in the pending litigation.

3. This Collaborative Agreement Global Damage Claims Settlement is entered into as a compromise between all parties hereto for the complete and final settlement of all their disputes, controversies, differences, claims and/or causes of action against each other, known or unknown, existing and potential, including but not limited to those described in each litigation, so that no further claims or legal proceedings between them, of any kind, will continue or ensue. Payment of the settlement amount shall in no manner indicate or constitute an admission of wrongdoing or liability on the part of any party to this Agreement, and all Defendants specifically deny any wrongdoing on their part.

4. This Collaborative Agreement Global Damage Claims Settlement is entered into freely and voluntarily by the parties. The Settlement intends, in part, to fulfill the spirit and achieve the purposes of the Collaborative Agreement approved on August 5, 2002.

5. This Collaborative Agreement Global Damage Claims Settlement and the documentation related to the *In re Cincinnati Policing* Damage Claims Qualified Settlement Fund constitute the entire agreement between the individual Plaintiffs and all the Defendants related to each above-identified case, including the required individual releases described below, and the Plaintiffs and the Defendants acknowledge that there have been no warranties or representations, either expressed or implied, outside the terms hereof to induce them to enter into this Settlement and participate in the qualified settlement fund.

6. This Agreement does not affect the continuing jurisdiction of the Court or the obligations of the parties to the Collaborative Agreement in *In Re Cincinnati Policing*, C-1-99-3170.

7. This Collaborative Agreement Global Damage Claims Settlement shall be interpreted pursuant to the laws of the State of Ohio.

8. Each party agrees that the facts pursuant to which this Collaborative Agreement Global Damage Claims Settlement is made may hereinafter prove to be other than, or different from, the facts now believed by the parties to be true. Each party hereto expressly agrees that it is its express and specific intent to assume and accept the risk of the facts proving to be different, and each party agrees that all of the terms of this Settlement shall in all respects be final and binding and not subject to termination or rescission because of any actual difference in the facts.

9. The parties acknowledge that the terms of this Collaborative Agreement Global Damage Claims Settlement will be available to the public as provided in the Collaborative Agreement, Paragraph 116. Each Plaintiff, however, agrees to enter into a separate Qualified Settlement Fund Agreement and Release between the plaintiff and the fund administrator. Those agreements between the plaintiffs and the fund administrator are confidential between those parties. The parties agree to enter into separate mutual full and final releases simultaneously with any payment they receive.

10. The parties and their counsel acknowledge that the City Solicitor of the City of Cincinnati will develop an alternative dispute resolution/claims process to evaluate allegations of the violation of citizens' constitutional or other rights. All citizens, if they choose, may avail themselves of the alternative dispute resolution/claims process as an alternate means to litigation for resolving disputes with the City of Cincinnati or its officials and employees.

11. The parties agree that this agreement may be executed through multiple copies and that each shall serve as the original.

**IN WITNESS WHEREOF**, the parties hereto have executed this Collaborative Agreement Global Damage Claims Settlement as to the day and year first noted above.  
**FOR PLAINTIFFS**

By their counsel:

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**FOR DEFENDANTS:**

By their counsel:

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